

GRANT OF PUBLIC PEDESTRIAN EASEMENT

I, GILBERT CATES, c/o Gillogly and Associates, Inc., 10933 Wellworth Avenue, Suite #5, Los Angeles California, 90024, individually, ("Grantor"), for \$1.00 consideration paid, hereby grant to the Town of Wellfleet, a Massachusetts municipal corporation, 300 Main Street, Wellfleet, Massachusetts, 02667, ("Grantee"), with quitclaim covenants, a perpetual right and easement, subject to the provisions of Massachusetts General Laws, Chapter 21, Section 17C, to install, use and maintain a walking path ("the Walking Path") to enable the public to pass and repass by foot across the 40-foot wide Way described below, subject to the following conditions:

- a) Access shall be limited to walking only; no motorized vehicular access is allowed, except for motorized wheelchairs, if suitable;
- b) No hunting shall be allowed;
- c) Access may take place only between the hours of sunrise and sunset; and,
- d) No dumping or littering shall be allowed.

The Walking Path easement area is herein described as a strip of land ten (10) feet wide, as measured from the center line of said Walking Path as installed or modified from time to time, across Way #089, (the "Way"), as it is referred to by the Wellfleet Assessing Office, as shown on a sketch of land described below to be recorded herewith. Said Way #089 is also known as the "Private Way" off Town Road No. 7 on a plan of land entitled, "Subdivision Plan of Land in Wellfleet, Made for Gilbert and Jane Cates, W. G. Slade, Surveyor" recorded in the Barnstable Registry of Deeds in Plan Book 261 Page 88. The Walking Path easement area shall extend across the Way from the south beginning along a line 83.97 feet long, comprising the north end of the layout for First Right Road as shown on a plan of land entitled, Subdivision Plan of Land in Wellfleet made for Baker Estates, Ltd., Slade Associates, Reg. Land Surveyors," recorded in the Barnstable County Registry of Deeds Plan Book 420 Page 93, to a line between points A and C as shown on a sketch attached hereto as "Proposed Pedestrian Easement, Cates Property, Wellfleet

Location: Way #089, Wellfleet

MA, 1-15-02." Said line between points A and C is further described as being 50 feet apart, beginning at a concrete bound marking a corner between Grantor's land and land owned now or formerly of Chavchavadze (shown as point A on attached sketch) and running fifty (50) feet southwest along the sideline to a point on said sideline marked C on the attached sketch. The location of the Walking Path easement area may be subsequently modified with Grantor's and Grantee's mutual consent.

Said Walking Path is situated to cross the Way in a perpendicular direction to the sidelines of the Way, solely to enable public foot passage across the Way in a northerly and southerly direction to and from adjacent properties owned by the Town for conservation and passive recreation purposes. No right of passage along or parallel to the Way is granted by this conveyance. The installation of said Walking Path shall not involve any posts, steps, fences or other permanent or temporary structures without the Grantor's written permission. The Grantee may, at its own expense and by its own labor, install a cleared surface, not to exceed six (6) feet in width, within the Walking Path easement area, in such a manner as to preserve the vegetated nature of the Walking Path easement area as much as possible. No impervious surfacing (i.e., without the use of asphalt or concrete) shall be allowed on the Walking Path. Small signs and trail markers may be installed by the Grantee in the Walking Path easement area to direct users on the Walking Path. Any sign shall include the following admonition, "Driveway crossing. Please stay on trail. Respect private property."

The Grantor hereby consents and agrees that the officers, servants, agents and/or employees of the Town of Wellfleet may enter upon the Walking Path easement area for the purposes of installing or maintaining the Walking Path without becoming liable for trespass. Grantee shall, at its own expense and by its own labor, promptly repair any damage caused by the public to the Walking Path.

The Grantor reserves the right to continue to use and enjoy the Walking Path for all purposes that do not preclude the rights herein granted to Grantee, including the right at

any time and from time to time to create various means of access across the Walking Path easement area, including without limitation, driveway(s), street(s), walkways, pathways, horse trails and the like for purposes of providing different means of ingress and egress to the Grantor's property, so long as such access does not obstruct the Walking Path.

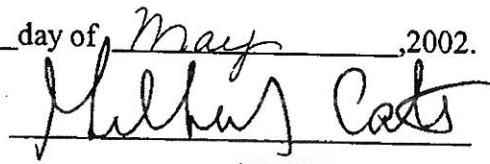
The Grantee hereby agrees to indemnify and hold the Grantor harmless from any and all loss, cost or damages arising out of or in connection with the installation, use and maintenance of the Walking Path.

Grantor's grant of this easement is contingent upon the recording of a perpetual conservation restriction as provided in M.G.L. c. 184, sections 31-33 for land owned by Grantee shown as lots 1, 4, 5 and 6 on a plan of land entitled, "Subdivision Plan of Land in Wellfleet made for Alexandra Chavchavadze & Marusya Chavchavadze, Scale: 1" = 50', May 2, 2002, Slade Associates, Inc., Registered Land Surveyors, Rt. 6 & Pine Point Road, Wellfleet MA 02667 and recorded in the Barnstable County Registry of Deeds.

The within described easement shall be deemed to run with the land together with all rights and obligations, as herein set forth, and shall be binding upon both the Grantor and Grantee, their respective successors and assigns and all persons claiming by, through and under them.

This easement shall be effective upon recording at the Barnstable County Registry of Deeds. For my title see deed dated 8 April 1992 recorded in Barnstable County Registry of Deeds in Book 8012 Page 311.

Executed as a sealed instrument on this 29 day of May, 2002.



GILBERT CATES

STATE OF CALIFORNIA

Los Angeles, ss.

Date: May 29, 2002

Then personally appeared before me the above-named Gilbert Cates and acknowledged the foregoing instrument to be his free act and deed, before me,

Marguerite F. Harris

Notary Public

My Commission Expires:



ACCEPTANCE

The Conservation Commission accepts this grant of easement from Gilbert Cates under M.G.L. c. 40, s. 8C.

CONSERVATION COMMISSION, TOWN OF WELLFLEET

Paul A Banner

Edwin Reynolds

Deborah Olson

[Signature]

John D. D'Esio

Cyndi Mae

Virginia C. Pyle

Date: 6/5/02

APPROVAL

The Board of Selectmen hereby approve this grant of easement from Gilbert Cates to the Town of Wellfleet, acting through its Conservation Commission under M.G.L. c. 40, s. 8C.

BOARD OF SELECTMEN, TOWN OF WELLFLEET

Michael Parkhurst

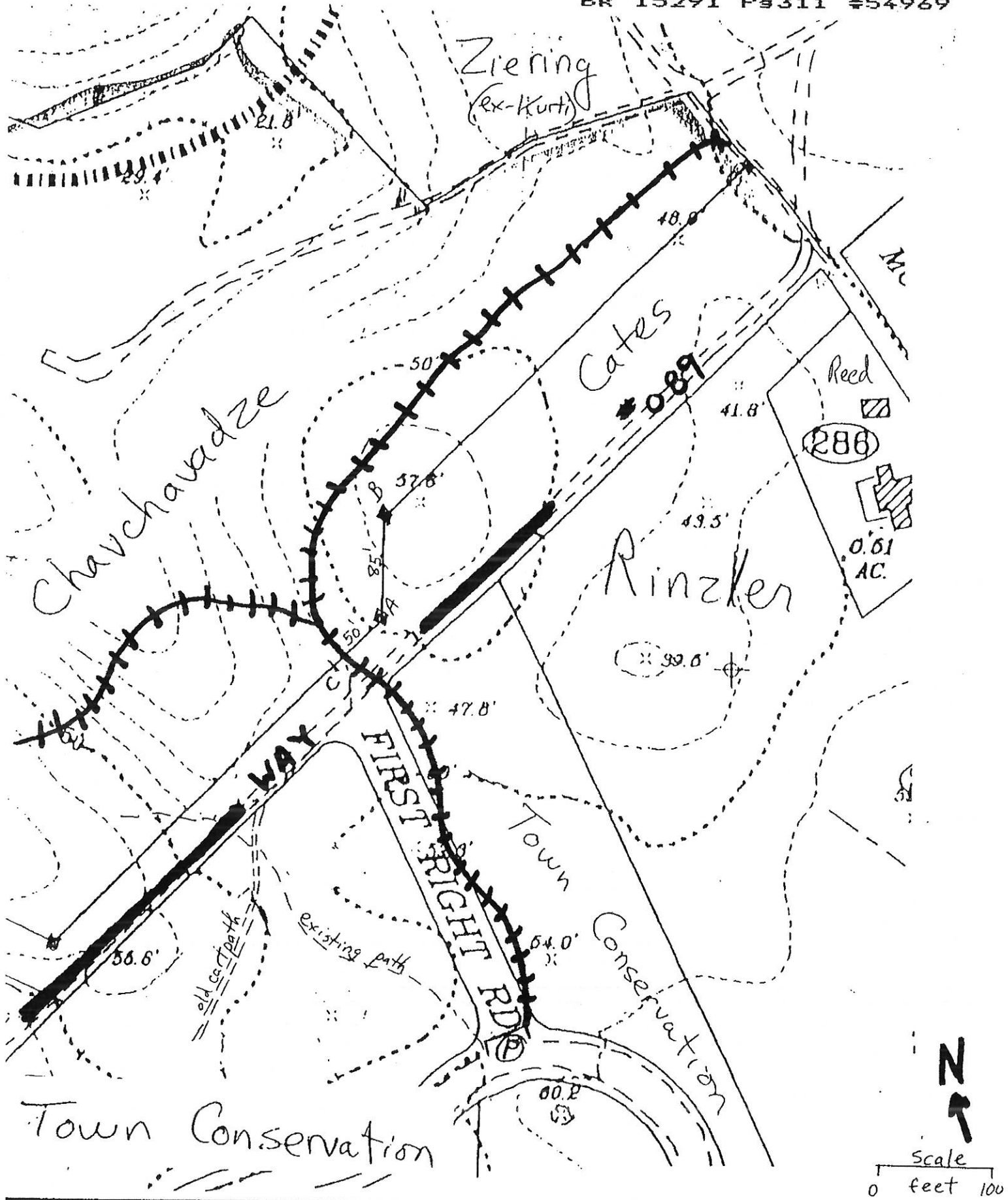
[Signature]

[Signature]

Greg Hawk

Michael May

Date: 6/3/02



Proposed Pedestrian Easement, Cates Property
Wellfleet MA

BARNSTABLE REGISTRY OF DEEDS

key
 ————— = Portions of Cates' driveway
 - - - - - with steep shoulders

1-15-02

proposed trail and crossing 5-15-02